

224-208005

Copy of
FEDERAL MARITIME BOARD
Agreement No. 8005
Approved: March 23, 1955

MEMORANDUM OF COOPERATIVE WORKING AGREEMENT
RELATIVE TO CHARGES FOR LOADING OR UNLOADING WATERBORNE FREIGHT
ONTO OR FROM TRUCKS AT PIERS OR OTHER WATERFRONT TERMINALS
IN THE PORT OF GREATER NEW YORK AND VICINITY

The parties hereto are persons engaged in marine terminal operations, hereinafter referred to as Terminal Operators, and, only for the purpose of this Agreement, Steamship Companies in their capacity as Terminal Operators (not as common carriers) and Contracting Stevedores in their capacity as Terminal Operators, all of whom are permitted to load or unload waterborne freight onto or from vehicles at piers or at other waterfront terminals in the Port of Greater New York and vicinity, for a fee or other compensation, under the provisions and subject to the requirements of Public Law 252 — 83rd Congress, approved August 12, 1953, granting the consent of Congress to a compact between the State of New Jersey and the State of New York known as the Waterfront Commission Compact. The Port of Greater New York and vicinity, for the purpose of this Agreement, includes all of the geographical area designated in "The Port of New York District" Map issued by the New York Port Authority, an official copy of which map is attached hereto and made part hereof. (Copies of the map are not available for distribution.)

The parties hereto, in consideration of the benefits, advantages and privileges to be severally and collectively derived from this cooperative working agreement with respect to the fixing of charges to be made by them to truckers for the service of loading or unloading, or assisting in loading or unloading, freight carried by or consigned for carriage by common carriers by water in foreign commerce and in commerce to and from territories and possessions of the United States onto or from trucks at piers or at other waterfront terminals in the Port of Greater New York and vicinity, only in the manner and to the extent herein provided, and in order to bring about uniformity of treatment to, and to avoid possible discrimination against truckers and/or consignees or shippers availing themselves of such service, agree as follows:

1. That they shall establish, publish and maintain tariffs containing just and reasonable rates, charges, classifications, rules, regulations and practices with respect to such services—the first such tariff to be established by the unanimous agreement of the parties hereto. The approval of not less than two-thirds of the parties represented at a meeting shall be required for any change in, addition to or deletion from said tariffs, issued as supplements thereto or as re-issues thereof.



2. That they shall assess and collect rates and charges for and in connection with such services strictly in accordance with rates, charges, classifications, rules, regulations and practices set forth in said tariffs and, further, shall not in any respect whatsoever deviate from or violate any of the terms or conditions or provisions of said tariffs, and no rates or charges assessed or collected pursuant to such tariffs shall be directly or indirectly refunded or remitted in whole or in part in any manner or by any device.
3. That John V. Lyon, as Agent, hereinafter referred to as Mr. Lyon, whose offices are presently at 80 Broad Street, New York 4, N. Y., or such other person as the parties may at any time hereafter designate, shall be the authorized representative of each of the parties hereto to issue and receive all notices and communications pertaining to this Agreement, and to publish and issue all tariffs, corrections thereto and re-issues thereof, setting forth the rates, charges, classifications, rules, regulations and practices established by the parties hereto.
4. That all published tariffs of rates, charges, classifications, and all rules and regulations covering their application, and additions thereto and changes therein, applicable to the loading or unloading services referred to in this Agreement, and copies of all Minutes of Meetings and true and complete records of all affirmative and negative actions of the parties pursuant to or giving effect to this Agreement, shall be furnished promptly by Mr. Lyon to the governmental agency charged with the administration of Section 15 of the U. S. Shipping Act, 1916, as amended.
5. That any person, firm or corporation coming within the definition of the parties hereto as set forth in the first paragraph of this Agreement and engaged in or intending to engage in the services referred to therein, may become a party hereto by affixing his, their or its signature to a counterpart of this Agreement. The right to become a party hereto shall not be denied to any applicant therefor without just and reasonable cause. Prompt advice of any such denial, together with a full statement of the reasons therefor, shall be furnished to the governmental agency charged with the administration of Section 15 of the U. S. Shipping Act, 1916, as amended. Every application for admission to participation in this Agreement shall be acted upon promptly and no addition of a party to this Agreement shall become effective until written advice thereof has been sent by Mr. Lyon to such governmental agency.

Any party hereto may withdraw from participation in this Agreement by giving thirty days' written notice of such withdrawal to Mr. Lyon. Notice of withdrawal of any party shall be sent promptly to such governmental agency by Mr. Lyon.

6. That in the event any party hereto is charged with any violation of this Agreement and the parties are unable to voluntarily compose their differences, any party to this Agreement may in writing, addressed to Mr. Lyon, request that the dispute be submitted for decision by arbitration. An Arbitration Committee of three persons, to be selected by Mr. Lyon from among the parties to this Agreement but excluding the charging party and the party charged, to whom all data requested in connection with the matter in dispute shall be made available, shall determine the issues involved and any decision rendered by a majority of said Committee shall be final and binding on all parties hereto, and shall be circulated for the information of all such parties. Such arbitration decision shall, if the charging party has been damaged by the violation, include the imposition of liquidated damages against the offending party to be paid to the charging party. Failure to pay promptly any liquidated damages that may be imposed or failure to comply with any other decision of the Arbitration Committee shall subject the offending party to expulsion from participation in, and from continuing as a party to, this Agreement.
7. Meetings of the parties hereto may be convened at any time upon not less than three working days' written notice (except in emergencies), at the call of Mr. Lyon or at the request of any of the parties hereto addressed to Mr. Lyon.

A quorum shall consist of the representatives of a majority of the parties hereto. Action taken at a meeting shall be determined by a majority of those present at such meeting, except as otherwise specifically set forth in this Agreement.

Meetings shall be presided over by Mr. Lyon or, in his absence or unavailability, by an assistant to be designated by him. The person presiding at a meeting shall arrange for the keeping of a minute record of the proceedings and shall issue the Minutes of the Meeting.

Any expense incurred in carrying out this Agreement shall be prorated among the parties as they shall from time to time determine.

8. That this Agreement may be cancelled, or altered or amended upon the approval of not less than three-fourths of the parties hereto. The approval or consent of any party to any such proposed cancellation, alteration or amendment may be given in writing either before or after the convening of a meeting at which such proposal is to be or has been considered. No such cancellation, alteration or amendment shall be made effective prior to its approval pursuant to Section 15 of the U. S. Shipping Act, 1916, as amended.

This Agreement, to be known as the "Truck Loading and Unloading Waterborne Freight Agreement", shall take effect when signed by the parties hereto and a true copy thereof has been filed and approved pursuant to Section 15 of the U. S. Shipping Act, 1916, as amended.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed as of August 24, 1954 by their respective officers or representatives thereunto duly authorized.

American Export Lines, Inc.

Mr. L. S. Andrews
Vice President
Pier F
Jersey City, New Jersey

Compagnie Generale Transatlantique
(French Line)

Captain R. Agnieray
Asst. Operating Manager
Pier 88, North River
New York, N. Y.

American President Lines, Ltd.

Mr. A. A. Alexander
Vice President, Eastern Division
29 Broadway
New York 6, N. Y.

Cunard Steam-Ship Company Limited, The

Mr. H. P. Borer
General Manager in the U.S.A.
25 Broadway
New York 4, New York

Bull-Insular Line, Inc.

Mr. J. E. Light
Vice President
115 Broad Street
New York 4, New York

East Asiatic Company, Inc., The

Mr. John Hanley, General Manager
103 Front Street
New York 5, N. Y.

Flota Mercante Grancolombiana, S.A.
Transportadora Grancolombiana, Ltda.

Mr. Alfonso Penaranda
General Manager
North American Division
52 Wall Street
New York 5, N. Y.

Nederlandsch-Amerikaansche
Stoomvaart Maatschappij
"Holland-Amerika Lyn"
(Holland America Line)

Mr. A. A. van L. Maas
Manager for U. S. and Canada
29 Broadway
New York 6, N. Y.

New York and Cuba Mail Steamship
Company

Mr. Ivan G. Ellis
Executive Vice President
Pier 34, North River
New York 13, N. Y.

Norwegian America Line Agency, Inc.

Mr. J. E. Sigmund
Secretary and Treasurer
24 State Street
New York 4, New York

Packet Shipping Corporation

Mr. N. O. Sein, Vice President
39 Broadway
New York 6, New York

United States Navigation Co., Inc.

For North German Lloyd Line
Hamburg American Line
Mr. J. F. Neal, Vice President
17 Battery Place
New York 4, N. Y.

West Coast Line, Inc.

Mr. Gordon MacDonald
Executive Vice President
67 Broad Street
New York 4, N. Y.

American Stevedores, Inc.

Mr. G. Blair Chiarello
Vice President
90 Broad Street
New York 4, N. Y.

Anchor Stevedoring Co., Inc.

Mr. Hickey Rinella, Vice President
518 Hamilton Avenue
Brooklyn 32, N. Y.

Anchor Terminal Service Co., Inc.

Mr. A. J. Arenstein, Treasurer
90 Broad Street
New York 4, N. Y.

Associated Operating Co., The

Mr. J. T. O'Connell, President
25 Broadway
New York 4, N. Y.

Atlantic Stevedoring Co., Inc.

Mr. J. B. Young
Executive Vice President
17 Battery Place
New York 4, New York

Bay Ridge Operating Co., Inc.

Mr. John Walker, President
34 Whitehall Street
New York 4, N. Y.

John T. Clark and Son

Mr. H. J. Beardell, President
17 State Street
New York 4, N. Y.

Commercial Stevedoring Co., Inc.
Mr. Lon Hudson, President
42 Broadway
New York 4, N. Y.

Federal Stevedoring Co., Inc.
Mr. Irving Held, Secretary
155 West Street
Brooklyn 22 N. Y.

Huron Stevedoring Corporation
Mr. F. M. Rohrer
Vice President
10 Hanover Square
New York 5, N. Y.

International Terminal Operating
Co., Inc.
Mr. John J. Green, President
27 Whitehall Street
New York 4, N. Y.

Maher Stevedoring Co., Inc.
Mr. Michael E. Maher, President
39 Broadway
New York 6, N. Y.

Marra Bros., Inc.
Mr. A. C. Marra, President
725 Court Street
Brooklyn 31, N. Y.

John W. McGrath Corporation
Mr. Richard J. McGrath
Vice President
39 Broadway
New York 6, N. Y.

Mersey & Hudson Wharfage Corp.
Mr. Ferguson Smith, President
17 Battery Place
New York 4, N. Y.

A. Pellegrino & Son, Inc.
Mr. James C. Pell, Vice President
165 Montague Street
Brooklyn 2, N. Y.

Seaboard Contracting Company, Inc.
Mr. John J. Johnson, President
8th Street Pier
Hoboken, New Jersey

Sealand Dock & Terminal Corp.
Mr. Irving Held, Secretary
155 West Street
Brooklyn 22, N. Y.

Jules S. Sottnek Company, Inc.
Mr. J. J. Damm, Treasurer
17 Battery Place
New York 4, N. Y.

Sottnek Terminal Corp.
Mr. J. J. Damm, Treasurer
17 Battery Place
New York 4, N. Y.

States Terminal Corporation
Mr. William T. Hendricks, President
Pier 51, North River
New York 14, N. Y.

Transoceanic Terminal Corporation
Mr. E. Heyrman, President
63 Broad Street
New York 4, N. Y.

Pittston Stevedoring Corp.
Mr. Gus G. Chiarello, President
17 Battery Place
New York 4, N. Y.

Turner & Blanchard, Inc.
Captain P. B. Blanchard
Chairman of the Board
21 State Street
New York 4, N. Y.

Universal Terminal & Stevedoring Corp.
Mr. William L. Rich
Vice President
24 State Street
New York 4, N. Y.

Virginia Stevedoring Corporation
Mr. B. J. Hopkins
Vice President and Treasurer
115 Kent Avenue
Brooklyn 11, N. Y.

This is to certify that each of the parties to this Agreement, whose names and addresses have been typed in above, has signed a conformed copy of said Agreement and that all of such executed conformed copies thereof are on file in this Office.

Dated: New York, N. Y., August 24, 1954

(Sgd.) J. V. Lyon

JOHN V. LYON, As Agent

USCOMM-MA-DC